**Connecticut Light and Power Company *and* Locals 420 and 457, International Brotherhood of Electrical Workers, AFL–CIO**

**Connecticut Yankee Atomic Power Company *and* Local 457, International Brotherhood of Electrical Workers, AFL–CIO.** Cases 39–CA–717 and 39–CA–735

31 July 1984

## DECISION AND ORDER

BY CHAIRMAN DOTSON AND MEMBERS ZIMMERMAN, HUNTER, AND DENNIS

This case[1] raises the question whether the Board will continue to find it unlawful for a party to a collective-bargaining agreement to refuse to bargain over a midterm proposal it proffers when the contract does not anticipate midterm modifications. We have reconsidered *Equitable Life Insurance Co.*, 133 NLRB 1675 (1961), and overrule it to the extent it is inconsistent with this decision. We conclude that Section 8(d) of the Act protects a party to a collective-bargaining agreement from incurring a bargaining obligation on proposing a midterm contract modification when the contract does not contain any reopener language. Thus, we find the Respondents did not violate the Act when they refused the Unions' request to bargain over a proposal they made during the contract term.

The facts, explained more fully in the attached judge's decision, are summarized below. At the time of the alleged unfair labor practice, Connecticut Light and Power Company and Connecticut Yankee Atomic Power Company (the Respondents) were parties to three collective-bargaining agreements covering units of clerical and physical plant employees represented by Locals 420 and 457 of the International Brotherhood of Electrical Workers (the Unions). The collective-bargaining agreements were each 2 years in duration and they expired at different times in 1982. Each of the contracts provided specific shift premiums; none contained any reopener language.

About 15 June 1981, the Respondents' manager of labor relations advised the Unions that the Respondents planned to increase the shift premium for nonbargaining unit employees effective 5 July, and would do the same for bargaining unit employees if the Unions agreed. The Unions requested to meet with the Respondents to discuss the increase. The Respondents refused to meet. The Unions did not agree to the increase and the Respondents did not implement it for bargaining unit employees.

The judge, based on *Equitable*, supra, found the Respondents' refusal to bargain over their proposal violated Section 8(a)(5) of the Act. In *Equitable*, the employer and union were parties to a collective-bargaining agreement that did not contain a reopener clause. During the term of the collective-bargaining agreement, the employer offered to increase wages of unit employees if the union would approve. The employer refused the union's request to bargain, claiming that because under Section 8(d) it was not statutorily obligated to offer the increase it could not be compelled to bargain about it. Because the union refused the offer, the employer did not implement it. The judge in that case, in an opinion adopted by a majority of the Board, rejected the employer's 8(d) defense. He concluded that, although the employer was not obligated to offer midterm modifications, once it initiated the subject it must engage in good-faith bargaining on request. He reasoned that Congress enacted Section 8(d) to ensure stability during the term of collective-bargaining agreements and the employer interfered with that stability by suggesting midterm modifications. Thus, he concluded the employer could not find shelter in Section 8(d) when, by its own action of proposing midterm changes, it disturbed the purpose of Section 8(d).

We have reviewed the *Equitable* rationale and disagree with it. The language of Section 8(d) does not support the Board majority's conclusion in *Equitable* that by suggesting a midterm contract change a party must negotiate about it; nor do we accept the underlying premise of their rationale—that suggesting a midterm modification disrupts stability in industrial relations.

Referring to the obligation to bargain in good faith, Section 8(d) states:

> [T]he duties so imposed shall not be construed as requiring either party to discuss or agree to any modification of the terms and conditions contained in a contract for a fixed period, if such modification is to become effective before such terms and conditions can be reopened under the provisions of the contract.

Section 8(d) does not state that parties may not propose midterm modifications. Nor does it state that a contract cannot be changed after the parties sign it. Rather, it states that no party to a collective-bargaining agreement may be compelled either to discuss contract changes or to agree to them. The section does not qualify the right to refuse to discuss or agree to contract changes, and it makes no distinction between the parties. Thus, nothing in this section suggests a party *making* a midterm proposal should be treated differently from a party *re-*

[1] On 30 November 1982 Administrative Law Judge Edwin H. Bennett issued the attached decision. The Respondents filed exceptions and a supporting brief.

*ceiving* such a proposal. As the recipient of a midterm proposal clearly has no duty to discuss or agree to it, we find the party proposing a midterm modification does not incur a bargaining obligation by tendering its proposal. Were we to find otherwise, we could enable a union to strike to enforce the duty to bargain, irrespective of the ongoing contract. As Section 8(d) was designed, inter alia, to prevent midterm strikes, such a result would frustrate that purpose. Thus, in the absence of reopener language, we find Section 8(d) protects every party to a collective-bargaining agreement from involuntarily incurring any additional bargaining obligations for the duration of the agreement.[2]

As the Respondents had no obligation to make their offer, and making the offer was not unlawful, they could not incur an additional bargaining obligation by tendering it. Consequently, their refusal to bargain about the offer did not violate Section 8(a)(5) of the Act. Accordingly, we shall dismiss the complaint.

## ORDER

The complaint is dismissed.

[2] Member Zimmerman believes the act of proposing a midterm change is not inherently disruptive to labor stability, but nevertheless does not intend to license conduct that would subvert a union's position as a collective-bargaining representative. He finds it significant in the instant case that neither the Respondents' proposal nor their method for proffering it in any way disturbed the stability of the collective-bargaining agreement enjoyed with the Unions. All the Respondents sought to do was to grant the same shift premium increase to their represented employees that they planned to give their unrepresented employees. In particular, nothing the Respondents did indicates their proposal was made in an attempt to undermine the Unions' strength among their membership or their position as collective-bargaining representatives. Thus, they did not advertise the Unions' refusal to approve the increase, or try to circumvent the Unions by dealing directly with employees. Rather, the Respondents adhered to the established principles of collective bargaining by seeking the Unions' approval to modify the contract. When that approval was not forthcoming the Respondents abided by the existing terms of the collective-bargaining agreement.

## DECISION

### STATEMENT OF THE CASE

EDWIN H. BENNETT, Administrative Law Judge. The above-captioned consolidated proceeding was heard in Hartford, Connecticut, on May 26, 1982. The charge in Case 39-CA-717 was filed by Locals 420 and 457, International Brotherhood of Electrical Workers, AFL-CIO on June 30, 1981, against Connecticut Light and Power Company (CLP). That charge thereafter was amended on August 19 and September 15, 1981. The charge in Case 39-CA-735 was filed by Local 457 on July 13, 1981, against Connecticut Yankee Atomic Power Company (Connecticut Yankee). That charge was amended on August 17 and September 15, 1981. On September 21, 1981, the consolidated complaint issued alleging in substance that both Respondents violated Section 8(a)(5) of the Act by refusing to bargain with, and at the request of, the Charging Parties concerning a wage increase that Respondents proposed to institute during the terms of collective-bargaining agreements then in effect between the parties.

In lieu of oral testimony the parties entered into a stipulation of facts which, together with certain documents referred to therein and the pleadings, constitutes the entire record in the case.

On the entire record, and after due consideration of the briefs filed by Respondents and the General Counsel, I make the following

### FINDINGS OF FACT

#### I. JURISDICTION

The parties stipulated that Connecticut Yankee is owned by 11 New England utility companies, which number includes CLP. The latter, however, is not the majority stockholder of Connecticut Yankee. Further, CLP is a subsidiary of Northeast Utilities, as is Northeast Utilities Service Company (NUSCO), which performs administrative and support services for both CLP and Connecticut Yankee. Both Respondents admit they are engaged in the generation, transmission, distribution, and sale of electricty, and that the annual gross revenues of each is in excess of $250,000. Each Respondent annually purchases goods and materials valued in excess of $50,000 directly from outside the State of Connecticut.

Respondents stipulated, and I find, that each is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and that the Charging Parties are each labor organizations within the meaning of Section 2(5) of the Act.

#### II. THE ALLEGED UNFAIR LABOR PRACTICES

##### A. *The Stipulated Facts*

There are four separate units appropriate for bargaining pursuant to Section 9(b) of the Act involved in this proceeding, which for convenience sake shall be designated units A through D described as follows:

##### Unit A

All physical employees of CLP employed at its Torrington, Stamford, New London, and Middletown facilities (all in the State of Connecticut), in the units certified in Case 1-RC-5240 and 1-RC-5243 and in the former units of the Hartford Electric Light Company, excluding guards, professional employees, and supervisors as defined in the Act.

##### Unit B

All phsyical plant employees employed by CLP at its Bristol, Greenwich, Mystic, Niantic, Oxford, Shelton, Winsted, Devon, Montville, Norwalk Harbor, Berlin, Bulls Bridge, Taftville, Tunnel, Scotland, Shepaug, Stevenson, Southington, Williamantic, and Waterbury locations (all in the State of Connecticut), excluding guards,

professional employees, and supervisors as defined in the Act.

Unit C

All office clerical employees, including operating clerical employees, customer field representatives, order dispatchers, clerks, cashiers, storekeepers, telephone operators, typists, business office representatives, customer service center representatives, senior customer service center representatives, and stenographers employed at CLP's Enfield, Tolland, and Danielson offices (all in the State of Connecticut), excluding all other employees, confidential employees, professional employees, guards and supervisors as defined in the Act.

Unit D

All physical plant employees employed by Connecticut Yankee at its Haddam Neck, Connecticut atomic power plant, excluding office clerical employees and guards and supervisors as defined in the Act.

For many years past, and at all times relevant to the instant matter, Locals 420 and 457 have been the exclusive collective-bargaining representatives of the employees in the aforedescribed units, and have been recognized as such by Respondent Locals 420 and 457 for units A and B and Local 457 for units C and D. CLP and Locals 420 and 457 were parties to collective-bargaining agreements covering units A and B, which contracts were for the period June 1, 1980, to June 1, 1982. CLP and Local 457 are parties to a collective-bargaining agreement covering unit C, which contract is for the period December 1, 1980, to December 1, 1982. And Connecticut Yankee and Local 457 were parties to a 2-year collective-bargaining agreement covering unit D, which contract expired March 1, 1982. None of these collective-bargaining agreements contained any provisions for reopeners on any subject matter and otherwise provided for specified shift premiums.

About June 15, 1981,[1] F. R. Bouchard, manager of labor relations (NUSCO), admittedly an agent of Respondents, spoke by phone with J. R. Healey, business manager of Local 420, and advised him that Respondents had decided to implement a 3-cent-an-hour increase in the shift premium for nonbargaining unit employees effective July 5 and that with union agreement Respondents would implement the same increases for employees in the bargaining units. Bouchard further advised Healey that Respondents needed union approval by June 26. Healey responded that he would communicate with Local 457 and get back to Bouchard. Bouchard attempted to telephonically reach Business Manager Joseph Kelly of Local 457, or Assistant Business Manager Cyr Gagnon, to convey the same message but was unable to reach either on that day. About June 16 or 17, Kelly returned Bouchard's telephone call and by prior arrangement, in light of the latter's unavailability, Donald Church, senior labor relations administrator for (NUSCO), spoke with Kelly. Church advised Kelly that Respondents had decided to increase the shift differential by 3 cents an hour effective July 5 for nonunion employees and would do the same for the bargaining units with the Union's agreement, which had to be received by June 26.

During the week of June 22 Bouchard had a grievance meeting with Healey. In the course of the meeting Healey stated that Bouchard would be hearing from Gagnon of Local 457 with respect to setting up a meeting to discuss the shift differential. Bouchard advised Healey that there was no need for such a meeting; Respondents needed the Unions' agreement in order to put into effect the increase for employees in the bargaining units. Healey replied that Bouchard would hear from Gagnon. Sometime thereafter during the week of June 22, Bouchard received a call from Gagnon, who requested a meeting to discuss the 3-cent increase in the shift differential. Bouchard responded there was no reason to meet; Respondents were of the view that the adjustment was called for and would implement the increase for the nonunion employees. Gagnon restated that the Unions wanted to meet. Within a few days before July 13, 1981, Church received a telephone call from Gagnon, who inquired if the 3-cent adjustment to the shift premium applied to Connecticut Yankee. Church replied in the affirmative, pointing out that when he had advised Kelly about the adjustment he said it would apply to employees in all the bargaining units. No request for a meeting took place on that occasion.

The following letter, dated August 4, signed by Healey and Kelly, and addressed to Bouchard, was received by Respondents after that date:

> This letter will confirm the request by Local 420 and Local 457 to meet and bargain collectively with your Company on your proposal pertaining to a shift differential increase of 3¢ per hour effective July 5, 1981. We understand your proposal results from a survey or study and we expect to address your study, including but not limited to depth, extent and resulting adjustment as it pertains to your proposal. Kindly notify when you will be prepared to meet on this important matter with the Union.

The following letter, dated August 7, signed by Bouchard, and addressed to Healey and Kelley, was received by them after that date:

> Your letter of August 4, 1981 has been received. The Company, at no time, has proposed to reopen any of the contracts for the purpose of negotiating a change in shift premium. Your request of August 4, 1981 to reopen the contracts for such a purpose is accordingly denied.

The stipulation of the parties concludes with the following summary. Since about June 15, Respondents proposed to the Unions to increase by 3 cents per hour the shift premium established in the respective contracts. Respondents, when so requested, informed the Unions that it needed their approval by June 26, 1981, in order to implement the increase as of July 5, 1981. The Unions re-

[1] Unless otherwise noted, all dates hereinafter are in 1981.

quested an opportunity to meet with Respondents to discuss the proposed increase. Respondents, when so requested, informed the Unions that there was no need to meet over the proposed increase and declined to do so. Respondents further stated that, if the Unions would not agree to the increase without meeting, Respondents would not implement the increase for bargaining unit employees. The proposed 3-cent shift premium increase was not put into effect during the terms of the agreements.

### B. *Discussion and Conclusions*

The General Counsel argues that by refusing to meet and bargain with the Unions over Respondent's offer to institute a wage increase during the term of a collective-bargaining agreement Respondents violated Section 8(a)(5) of the Act. Respondents assert that, inasmuch as they had no legal obligation to propose an increase in wages during the life of a contract fixing wages for the entire term thereof, it would be anomalous to hold that they were legally obliged to bargain about such purely voluntary offer. In support of his position the General Counsel relies on *Equitable Life Insurance Co.*, 133 NLRB 1675 (1961), a case which Respondents assert is factually distinguishable from the matter at hand. Further, Respondents argue that, even if that case is apposite, its holding should be reexamined and reversed by the Board, which then should adopt the dissenting opinion of Members Fanning and Rodgers. For the following reasons I conclude that the holding in *Equitable* is controlling in the instant matter and therefore Respondents have violated Section 8(a)(5) of the Act as alleged.

Here, as in *Equitable*, the Company and the Union were parties to a collective-bargaining agreement which did not provide for reopening during the period of its fixed term. Nevertheless, Equitable, as did Respondents in this case, voluntarily offered to increase the wages of unit employees and notified the unions that such offer would be implemented only on union approval. As in *Equitable*, Respondents here refused the Unions' request to bargain about the proposal on the ground that, because they had no statutory obligation to offer the increase, similarly they could not be compelled by law to bargain about it. Finally, refusal by the Unions to consent to the wage increase resulted in nonimplementation for bargaining unit employees, while such increases were given to nonrepresented employees.

Essentially on these facts the administrative law judge (then Trial Examiner) Thomas A. Ricci concluded that Equitable necessarily had acted out of a desire to unilaterally determine wages of its represented employees and had made a proposal on a mandatory subject of bargaining on a "take it or leave" basis. Such conduct, it was held, inescapably was designed to impress upon employees the futility of being represented by a union and undermined its status as the exclusive bargaining representative. Judge Ricci rejected Equitable's contention that lawfully it could engage in such take it or leave it conduct during the life of a collective-bargaining agreement which fixed wages throughout its term because it was not under a lawful obligation to bargain at all about wages. He reasoned that such conduct placed the union in the untenable position either of agreeing to a wage which it had no role in setting, or rejecting it and alienating its constituency. Further, such conduct did have an impact on the bargaining which would be statutorily required at the expiration of the contract by creating a restriction on the company's financial ability to offer a wage increase in addition to the one it just had granted.

With respect to the argument that the existence of the contract privileged such unilateral action, Judge Ricci reasoned that the respondent, by making the wage offer, in effect had waived such defense. The respondent could not be heard to argue contract stability on the one hand while simultaneously inviting a change in the contract wage rate. Judge Ricci also rejected Equitable's assertion that its conduct was defensible because of that portion of Section 8(d) of the Act which provides, inter alia, that "where there is in effect a collective-bargaining contract" the duties imposed by Section 8(d)(1), (2), (3), and (4) "shall not be construed as requiring either party to discuss or agree to any modification of the terms and conditions contained in a contract for a fixed period, if such modification is to become effective before such terms and conditions can be reopened under the provisions of the contract."[2] Respondents here, as in *Equitable*, assert that the provisions of Section 8(d) permitted it to propose a wage increase but nevertheless freed it from bargaining about that increase because it was to be effective during the term of the collective-bargaining agreement. Judge Ricci rejected that argument pointing out that the quoted portion of Section 8(d) simply was not applicable to the issues in the case. The impact of that part of Section 8(d) was to make plain that mere compliance with the notice provisions of Section 8(d)(1), (2), and (3) did not provide a basis for requiring "either party" to bargain with respect to a midterm modification. It would turn Section 8(d) on its head, however, to read that provision as permitting one party to propose a change that it then could refuse to discuss on demand by the other side. While it is advantageous to have your cake and eat it too, such result would subvert the plain intention of Section 8(d).

The Board, with Members Rodgers and Fanning dissenting, adopted Judge Ricci's decision noting very briefly that "[t]he record establishes the fact that Respondent refused to meet to discuss its own proposal and thereby created a 'take it or leave it' situation. This we find is a refusal to bargain." *Equitable Life Insurance Co.*, 133 NLRB at 1676.

Respondents' attempt to distinguish the holding in *Equitable* is not persuasive. Briefly, those differences are that the union's request to bargain encompassed more than the limited wage increase proposed by the company, the company notified employees directly of the intended increase, and the action of the company was con-

[2] The duties referred to require, in essence, that no party can terminate or modify a collective-bargaining agreement unless it first complies with various obligations of notifying the other party within a certain time limit, offers to meet and confer with respect to such modifications, notifies certain mediation and conciliation services within a fixed time frame, and continues the existing agreement "for a period of 60 days after such notice is given or until the expiration date of such contract, whichever occurs later."

sistent with a past practice whereby the union always had accepted the offer of midterm increases. These facts, however, played no role in the Board's decision, and therefore they cannot be relied on to distinguish the essential holding of *Equitable* from the case at bar.[3] In my view the legal issue presented in *Equitable* is identical to that presented here, and for essentially the reasons given by Judge Ricci I conclude that Respondents have violated their statutory duty to bargain in good faith.

Moreover, while the contract was closed as to wages, Respondents in effect reopened it, thereby putting themselves in the same position as any other employer faced with a request to bargain about a subject not covered by a contract. That they arrived at this juncture by their own device should not be sufficient reason to avoid the duty to bargain that otherwise devolved on them by statute. Respondents advance no business justification why they should be excused from that obligation nor have they suggested why the bargaining requested might have been prejudicial to them. In short, they assert the right to act unilaterally because their wage offer is viewed by them as a voluntary gesture, a defense I find legally insufficient. Respondents assumed the obligation to recognize the Unions' representative role for, having decided to play the game, Respondents were required to abide by all of the rules of that game. Otherwise, its conduct unmistakably would impress on employees the futility of having selected a bargaining representative, a potent message that it is conveyed even apart from consideration of whether or not the wage increase served their own interests as well as the interests of their employees.

This concept of voluntarily undertaking to abide by bargaining obligations has been recognized by the Board in other contexts. *General Electric Co.*, 173 NLRB 253 at 256–258 (1968). In that case the company and union agreed to commence bargaining before required to do so under the terms of their contract and the obligations of Section 8(d) of the Act. During those early negotiations the company refused to meet with a negotiating committee which included certain "strangers." The company argued that, even if required to meet with such mixed committee during the period prescribed by the period prescribed by the contract for new negotiations, it was relieved of those obligations during the period of early negotiations when it was not obliged to bargain at all. The Board rejected that argument concluding that once having agreed to an early reopening of the contract the parties "are subject to the same standards of good-faith bargaining as if the contract expressly provided for such opening." Id. at 256. Notwithstanding the factual distinction (in *General Electric* both parties had agreed to early meetings while Respondents here resisted all efforts at negotiations), the teaching of *General Electric* is applicable to the instant case and is supportive of the *Equitable* rationale.[4]

Respondents' final contention is that even if *Equitable* is not distinguishable on its facts the correct rule of law should be that as expressed in the dissenting opinion. This argument, of course, is one which must be addressed to the Board. In any event, as noted above, the dissenting opinion primarily rested on a conclusion that the union's request for bargaining was inappropriate to trigger such negotiations because it sought to bargain for more than the wage proposal made by the company. Secondly, the dissent did adopt *Equitable's* argument that it was under no obligation to comply with normal requirements of good-faith bagaining because it was not obliged to bargain about a wage increase at all.

Accordingly, I find that Respondents, since about June 22, 1981, have violated, and continue to violate, Section 8(a)(5) of the Act by refusing, at the request of the Unions, to meet and bargain about Respondents' proposal to increase shift premiums during the lives of the existing collective-bargaining agreements.

## CONCLUSIONS OF LAW

1. Respondents, Connecticut Light and Power Company and Connecticut Yankee Atomic Power Company, are employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Locals 420 and 457, International Brotherhood of Electrical Workers, AFl–CIO are labor organizations within the meaning of Section 2(5) of the Act.

3. Employees of Respondents in the bargaining units described below constitute units appropriate for the purposes of collective-bargaining within the meaning of Section 9(b) of the Act.

### Unit A

All physical employees of CLP employed at its Torrington, Stamford, New London, and Middle town facilities (all in the State of Connecticut), in the units certified in Case 1–RC–5240 and 1–RC–5243 and in the former units of the Hartford Electric Light Company, excluding guards, professional employees, and supervisors as defined in the Act.

### Unit B

All physical plant employees employed by CLP at its Bristol, Greenwich, Mystic, Niantic, Oxford, Shelton, Winsted, Devon, Montville, Norwalk Harbor, Berlin, Bulls Bridge, Taftville, Tunnel, Scotland, Shepaug, Stevenson, Southington, Williamantic, and Waterbury locations (all in the State of Connecticut), excluding guards, professional employees, and supervisors as defined in the Act.

### Unit C

All office clerical employees, including operating clerical employees, customer field representatives, order dispatchers, clerks, cashiers, storekeepers, telephone operators, typists, business office representatives, customer

[3] The primary basis for the dissent in *Equitable* was the conclusion that the union's request was overly broad (a demand to bargain for matters other than that encompassed by the company's offer) and thus the company's refusal was privileged by Sec. 8(d).

[4] This holding of the Board in *General Electric* was set aside by the court in *General Electric Co. v. NLRB*, 412 F.2d 512 at 520–521 (2d Cir. 1969). The court's reversal seemed to turn, however, on its belief that these early meetings did not rise to the level of true negotiations rather than on an outright rejection of the broadly stated proposition.

service center representatives, senior customer service center representatives, and stenographers employed at CLP's Enfield, Tolland, and Danielson offices (all in the State of Connecticut), excluding all other employees, confidential employees, professional employees, guards and supervisors as defined in the Act.

Unit D

All physical plant employees employed by Connecticut Yankee at its Haddam Neck, Connecticut atomic power plant, excluding office clerical employees and guards and supervisors as defined in the Act.

4. For the purposes of collective bargaining within the meaning of Section 9(a) of the Act, Locals 420 and 457 are the exclusive representatives of the employees in units A and B, and Local 457 is the exclusive representative of the employees in units C and D.

5. By refusing the requests of Locals 420 and 457 to bargain with them concerning Respondents' proposal to increase the shift premiums paid to the employees in the aforesaid units, Respondents have engaged in, and are engaging in, unfair labor practices within the meaning of Section 8(a)(5) of the Act.

6. By the foregoing conduct, Respondents have interfered with, restrained, and coerced employees in the exercise of the rights guaranteed them by Section 7 of the Act and thereby have engaged in, and are engaging in, unfair labor practices within the meaning of Section 8(a)(1) of the Act.

7. The aforesaid unfair labor prctices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that Respondents, at all times since about June 22, 1981, have unlawfully refused to bargain with Locals 420 and 457, it shall be recommended that they cease and desist from such unfair labor practices. Additionally, it shall be recommended that Respondents be ordered, on request of the Unions, to bargain in good faith with them as the exclusive representative of the employees in the aforesaid bargaining units concerning any proposed increases in shift premiums to be made effective during the lives of existing collective-bargaining agreements, and, if agreements are reached as a result of such bargaining, that they be embodied in signed agreements.

[Recommended Order omitted from publication.]